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UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT  
OF CALIFORNIA

BRAVADO INTERNATIONAL GROUP  
MERCHANDISING SERVICES, INC.,  
and ZION ROOTSWEAR, LLC,

CIVIL ACTION NO.  
**2-17-CV-04058-TJH-JEM**

**[PROPOSED] PROTECTIVE  
ORDER**

Plaintiffs,  
v.  
MLTD, INC., ODD SOX, LLC, AHMAD  
AKAR, RAVENITE, LLC d/b/a SSUR,  
LAWRENCE KSIDO, RUSLAN  
KARABLIN a/k/a RUSS KARABLIN,  
BLACK MARKET USA, LONG TRAN,  
MONEY MATTERS NYC, INC.,  
EDWARD GRAYVER, FOURTH DTSA  
d/b/a FOURTHONLINE.COM, CHRIS  
NGO, THIRD ESTATE, LLC d/b/a  
DOPE CLOTHING, MATTHEW  
FIELDS, EPOD AMERICA, LLC,  
ACAPULCO GOLD, LLC, AGUSTIN  
GALAN, VINTAGE BLEACH, LLC,  
CHRISTOPHER WASHINGTON,  
DALIA KAISSI and KARIS DOWE,

Defendants.

1                   The attorneys for the Parties in the above-referenced action having stipulated  
2 for entry of a protective order in the form set forth below;

3                   IT IS HEREBY ORDERED THAT:

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5                   1.                   A. PURPOSES AND LIMITATIONS

6                   Discovery in this action is likely to involve production of confidential  
7 proprietary, or private information for which special protection from public  
8 disclosure and from use for any purpose other than prosecuting this litigation may  
9 be warranted. Accordingly, the Parties hereby stipulate to and petition the Court to  
10 enter the following Stipulated Protective Order. The Parties acknowledge that this  
11 Order does not confer blanket protections on all disclosures or responses to  
12 discovery and that the protection it affords from public disclosure and use extends  
13 only to the limited information or items that are entitled to confidential treatment  
14 under the applicable legal principles. The Parties further acknowledge, as set forth  
15 in Section 12.3 below, that this Stipulated Protective Order does not entitle them to  
16 file confidential information under seal; Civil Local Rule 79-5 sets forth the  
17 procedures that must be followed and the standards that will be applied when a party  
18 seeks permission from the court to file material under seal.

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20                   B.                   GOOD CAUSE STATEMENT

21                   This action is alleged to involve trade secrets, licensing agreements, customer  
22 and pricing lists and other valuable research, development, commercial, financial,  
23 technical, and/or proprietary information for which special protection from public  
24 disclosure and from use for any purpose other than prosecution of this action is  
25 warranted. Such confidential and proprietary materials and information consist of,  
26 among other things, confidential business or financial information, information  
27 regarding confidential business practices or other confidential research,

1 development, or commercial information (including information implicating privacy  
2 rights of third parties), information otherwise generally unavailable to the public, or  
3 which may be privileged or otherwise protected from disclosure under state or  
4 federal statutes, court rules, case decisions, or common law. Accordingly, to  
5 expedite the flow of discovery materials, to adequately protect information the  
6 parties are entitled to keep confidential, to ensure that the parties are permitted  
7 reasonable necessary uses of such material in preparation for and in the conduct of  
8 trial, to address their handling at the end of the litigation, and serve the ends of  
9 justice, a protective order for such information is justified in this matter. It is the  
10 intent of the parties that information will not be designated as confidential for  
11 tactical reasons and that nothing be so designated without a good faith belief that it  
12 has been maintained in a confidential non-public manner, and there is good cause  
13 why it should not be part of the public record of this case.

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15       2.       DEFINITIONS

16       2.1    Action: Bravado International Group Merchandising Services, Inc. v.  
17 MLTD, Inc. et al, Civil Action 2-17-CV-04058-TJH-JEM.

18       2.2    Challenging Party: a Party or Non-Party that challenges the designation  
19 of information or items under this Order.

20       2.3    “CONFIDENTIAL” Information or Items: information (regardless of  
21 how it is generated, stored or maintained) or tangible things that qualify for  
22 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
23 the Good Cause Statement.

24       2.4    “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
25 Information or Items: extremely sensitive “Confidential Information or Items,”  
26 disclosure of which to another Party or Non-Party would create a substantial risk of  
27 serious harm that could not be avoided by less restrictive means.

2.5 Counsel: Outside Counsel of Record and In-House Counsel (as well as their support staff).

2.6 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL ATTORNEYS’ EYES ONLY.”

2.7 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored or maintained (including, among other things, testimony, transcripts, and tangible things) that are produced or generated in disclosures or responses to discovery in this matter.

2.8 Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this Action.

2.9 In-House Counsel: attorneys who are employees of a party to this Action. In-House Counsel does not include Outside Counsel of Record or any other outside counsel.

2.10 Non-Party: any natural person, partnership, corporation, association or other legal entity not named as a Party to this action.

2.11 Outside Counsel of Record: attorneys who are not employees of a party to this Action but are retained to represent or advise a party to this Action and have appeared in this Action on behalf of that party or are affiliated with a law firm which has appeared on behalf of that party, and includes support staff.

2.12 Party: any party to this Action, including all of its officers, directors, employees, consultants, retained experts and Outside Counsel of Record (and their support staffs).

2.13 Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material in this Action.

1           2.14 Professional Vendors: persons or entities that provide litigation support  
2 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
3 demonstrations and organizing, storing, or retrieving data in any form or medium)  
4 and their employees and subcontractors.

5           2.15 Protected Material: any Disclosure or Discovery Material that is  
6 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -  
7 ATTORNEYS’ EYES ONLY.”

8           2.16 Receiving Party: a Party that receives Disclosure or Discovery Material  
9 from a Producing Party.

10           11           3.        SCOPE

12           The protections conferred by this Stipulation and Order cover not only  
13 Protected Material (as defined above), but also (1) any information copied or  
14 extracted from Protected Material; (2) all copies, excerpts, summaries or  
15 compilations of Protected Material; and (3) any testimony, conversations or  
16 presentations by Parties or their Counsel that might reveal Protected Material.

17           Any use of Protected Material at trial shall be governed by the orders of  
18 the trial judge. This Order does not govern the use of Protected Material at trial.

19           20           4.        DURATION

21           Even after final disposition of this litigation, the confidentiality obligations  
22 imposed by this Order shall remain in effect until a Designating Party agrees  
23 otherwise in writing or a court order otherwise directs. Final disposition shall be  
24 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with  
25 or without prejudice; and (2) final judgment herein after completion and exhaustion  
26 of all appeals, rehearings, remands, trial, or reviews of this Action, including the  
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1 time limits for filing any motions or applications for extension of time pursuant to  
2 applicable law.

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4 5. **DESIGNATING PROTECTED MATERIAL**

5 5.1 **Exercise of Restraint and Care in Designating Material for Protection**

6 Each Party or Non-Party that designates information or items for protection  
7 under this Order must take care to limit any such designation to specific material  
8 that qualifies under the appropriate standards. The Designating Party must  
9 designate for protection only those parts of material, documents, items or oral or  
10 written communications that qualify so that other portions of the materials,  
11 documents, items or communications for which protection is not warranted are not  
12 swept unjustifiably within the ambit of this Order.

13 Mass, indiscriminate, or routinized designations are prohibited. Designations  
14 that are shown to be clearly unjustified or that have been made for an improper  
15 purpose (e.g., to unnecessarily encumber the case development process or to impose  
16 unnecessary expenses and burdens on other parties) may expose the Designating  
17 Party to sanctions.

18 If it comes to a Designating Party's attention that information or items that it  
19 designated for protection do not qualify for protection, that Designating Party must  
20 promptly notify all other Parties that it is withdrawing the inapplicable designation.

21 5.2 **Manner and Timing of Designations** Except as otherwise provided in this  
22 Order, (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
23 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
24 under this Order must be clearly so designated before the material is disclosed or  
25 produced.

1 Designation in conformity with this Order requires:

2 (a) For information in documentary form (e.g., paper or electronic  
3 documents, but excluding transcripts of depositions or other pretrial or trial  
4 proceedings), that the Producing Party affix at a minimum, the legend  
5 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
6 ONLY” (hereinafter “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
7 ATTORNEYS’ EYES ONLY” legends), to each page that contains protected  
8 material. If only a portion or portions of the material on a page qualifies for  
9 protection, the Producing Party also must clearly identify the protected portion(s)  
10 (e.g., by making appropriate markings in the margins).

11 A Party or Non-Party that makes original documents available for  
12 inspection need not designate them for protection until after the inspecting Party has  
13 indicated which documents it would like copied and produced. During the  
14 inspection and before the designation, all of the material made available for  
15 inspection shall be deemed “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
16 ATTORNEYS’ EYES ONLY”. After the inspecting Party has identified the  
17 documents it wants copied and produced, the Producing Party must determine which  
18 documents or portions thereof, qualify for protection under this Order. Then, before  
19 producing the specified documents, the Producing Party must affix the  
20 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
21 ONLY” legend to each page that contains Protected Material. If only a portion or  
22 portions of the material on a page qualifies for protection, the Producing Party also  
23 must clearly identify the protected portion(s) (e.g., by making appropriate markings  
24 in the margins).

25 (b) for testimony given in depositions that the Designating Party identifies  
26 the Disclosure or Discovery Material on the record, before the close of the  
27 deposition.

7        5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
8 failure to designate qualified information or items does not, standing alone, waive  
9 the Designating Party's right to secure protection under this Order for such material.  
10 Upon timely correction of a designation, the Receiving Party must make reasonable  
11 efforts to assure that the material is treated in accordance with the provisions of this  
12 Order.

## 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

14       6.1    Timing of Challenges. Any Party or Non-Party may challenge a  
15 designation of confidentiality at any time that is consistent with the Court's  
16 Scheduling Order.

17       6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
18 resolution process under Local Rule 37.1 et seq. Any discovery motion must strictly  
19 comply with the procedures set forth in Local Rules 37-1, 37-2 and 37-3.

20       6.3    Burden. The burden of persuasion in any such challenge proceeding  
21 shall be on the Designating Party. Frivolous challenges and those made for an  
22 improper purpose (e.g., to harass or impose unnecessary expenses and burdens on  
23 other parties) may expose the Challenging Party to sanctions. Unless the  
24 Designating Party has waived or withdrawn the confidentiality designation, all  
25 parties shall continue to afford the material in question the level of protection to  
26 which it is entitled under the Producing Party's designation until the Court rules on  
27 the challenge.

## 7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of section 13 below.

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “CONFIDENTIAL” only to:

(a) the Receiving Party's Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

(b) the officers, directors and employees (including In-House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) the Court and its personnel;

(e) Court reporters and their staff;

(f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit A hereto; (2) they will not be permitted to keep any confidential information unless they sign the "Acknowledgement and Agreement to Be Bound" (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the Court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items.

Unless otherwise ordered by the court or permitted in writing by the Designating Party, the Outside Counsel of Record for the Receiving Party may disclose any information or documents designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” to all parties listed in Paragraph 7.2 above except that the Outside Counsel of Record for Receiving Party shall not disclose any information or item designated as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” to the individuals, officers, directors, and/or employees of the Receiving Party, as described in Paragraph 7.2 (b).

1           8.    PROTECTED MATERIAL SUBPOENAED OR ORDERED  
2                   PRODUCED IN OTHER LITIGATION

3           If a party is served with a subpoena or a court order issued in other litigation  
4           that compels disclosure of any information or items designated in this Action as  
5           “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
6           ONLY” that Party must:

7           (a)    Promptly notify in writing the Designating Party. Such notification  
8           shall include a copy of the subpoena or court order;

9           (b)    Promptly notify in writing the party who caused the subpoena or order  
10           to issue in the other litigation that some or all of the material covered by the  
11           subpoena or order is subject to this Protective Order. Such notification shall include  
12           a copy of this Stipulated Protective Order; and

13           (c)    Cooperate with respect to all reasonable procedures sought to be  
14           pursued by the Designating Party whose Protected Material may be affected.

15           If the Designating Party timely seeks a protective order, the Party served with  
16           the subpoena or court order shall not produce any information designated in this  
17           action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’  
18           EYES ONLY” before a determination by the court from which the subpoena or  
19           order issued, unless the Party has obtained the Designating Party’s permission. The  
20           Designating Party shall bear the burden and expense of seeking protection in that  
21           court of its confidential material and nothing in these provisions should be construed  
22           as authorizing or encouraging a Receiving Party in this action to disobey a lawful  
23           directive from another court.

1           9.    A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE  
2           PRODUCED IN THIS LITIGATION

3           (a) The terms of this Order are applicable to information produced by a  
4 Non-Party in this Action and designated as "CONFIDENTIAL" or "HIGHLY  
5 CONFIDENTIAL – ATTORNEYS' EYES ONLY". Such information produced by  
6 Non-Parties in connection with this litigation is protected by the remedies and relief  
7 provided by this Order. Nothing in these provisions should be construed as  
8 prohibiting a Non-Party from seeking additional protections.

9           (b) In the event that a Party is required, by a valid discovery request, to  
10 produce a Non-Party's confidential information in its possession, and the Party is  
11 subject to an agreement with the Non-Party not to produce the Non-Party's  
12 confidential information, then the Party shall:

13           (1) Promptly notify in writing the Requesting Party and the Non-Party  
14           that some or all of the information requested is subject to a  
15           confidentiality agreement with a Non-Party;

16           (2) Promptly provide the Non-Party with a copy of the Stipulated  
17           Protective Order in this Action, the relevant discovery request(s),  
18           and a reasonably specific description of the information requested;  
19           and

20           (3) Make the information requested available for inspection by the  
21           Non-Party, if requested.

22           (c) If the Non-Party fails to seek a protective order from this Court within  
23 14 days of receiving the notice and accompanying information, the Receiving Party  
24 may produce the Non-Party's confidential information responsive to the discovery  
25 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
26 not produce any information in its possession or control that is subject to the  
27 confidentiality agreement with the Non-Party before a determination by the Court.

1 Absent a court order to the contrary, the Non-Party shall bear the burden and  
2 expense of seeking protection in this Court of its Protected Material.

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4 10. **UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

5 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
6 Protected Material to any person or in any circumstance not authorized under this  
7 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
8 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
9 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
10 persons to whom unauthorized disclosures were made of all the terms of this Order,  
11 and (d) request such person or persons to execute the “Acknowledgement and  
12 Agreement to Be Bound” that is attached hereto as Exhibit A.

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14 11. **INADVERTENT PRODUCTION OF PRIVILEGED OR**  
**OTHERWISE PROTECTED MATERIAL**

16 When a Producing Party gives notice to Receiving Party that certain  
17 inadvertently produced material is subject to a claim of privilege or other protection,  
18 the obligations of the Receiving Party are those set forth in Federal Rule of Civil  
19 Procedure 26(b)(5)(B). This provision is not intended to modify whatever  
20 procedure may be established in an e-discovery order that provides for production  
21 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and  
22 (e), insofar as the parties reach an agreement on the effect of disclosure of a  
23 communication or information covered by the attorney-client privilege or work  
24 product protection, the parties may incorporate their agreement in the stipulated  
25 protective order submitted to the Court.

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12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
2 person to seek its modification by the Court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this  
5 Protective Order, no Party waives any right it otherwise would have to object to  
6 disclosing or producing any information or item on any ground not addressed in this  
7 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
8 ground to use in evidence of any of the material covered by this Protective Order.

12.3 Filing Protected Material. A Party that seeks to file under seal any  
10 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
11 only be filed under seal pursuant to a court order authorizing the sealing of the  
12 specific Protected Material at issue. If a Party's request to file Protected Material  
13 under seal is denied by the Court, then the Receiving Party may file the information  
14 in the public record unless otherwise instructed by the Court.

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16. FINAL DISPOSITION

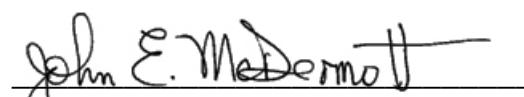
17 After the final disposition of this Action, within 60 days of a written request  
18 by the Designating Party, each Receiving Party must return all Protected Material to  
19 the Producing Party or destroy such material. As used in this subdivision, "all  
20 Protected Material" includes all copies, abstracts, compilations, summaries and any  
21 other format reproducing or capturing any of the Protected Material. Whether the  
22 Protected Material is returned or destroyed, the Receiving Party must submit a  
23 written certification to the Producing Party (and, if not the same person or entity, to  
24 the Designating Party) by the 60 day deadline that (1) identifies (by category, where  
25 appropriate) all the Protected Material that was returned or destroyed and (2) affirms  
26 that the Receiving Party has not retained any copies, abstracts, compilations,  
27 summaries or any other format reproducing or capturing any of the Protected

1 Material. Notwithstanding this provision, counsel are entitled to retain an archival  
2 copy of all pleadings, motion papers, trial, deposition and hearing transcripts, legal  
3 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney  
4 work product, and consultant and expert work product, even if such materials  
5 contain Protected Material. Any such archival copies that contain or constitute  
6 Protected Material remain subject to this Protective Order as set forth in Section 4.

7 **14. VIOLATION OF PROTECTIVE ORDER**

8 Any violation of this Order may be punished by any and all appropriate  
9 measures including, without limitation, contempt proceedings and/or monetary  
10 sanctions.

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12 DATED: June 29, 2018



13 HONORABLE JOHN E. MCDERMOTT  
14 United States Magistrate Judge  
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EXHIBIT A  
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_, of \_\_\_\_\_, declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on June \_\_\_, 2018 in the case Bravado International Group Merchandising Services, Inc. v. MLTD, Inc. et al, Civil Action No. 2-17-CV-04058-TJH-JEM. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or items that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint \_\_\_\_\_ of \_\_\_\_\_ as my California agent of service for process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_